

P 95000005846

12/19/2007 08:22 2394344949
Division of Corporations

QUARLES & BRADY LLP

PAGE 01/12
Page 1 of 1

Florida Department of State
Division of Corporations
Public Access System

12/19/2007

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H07000301549 3)))



H070003015493ABC\$

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850) 617-6380

From:
Account Name : QUARLES & BRADY LLP
Account Number : I200000000067
Phone : (239) 262-5959
Fax Number : (239) 434-4999

FILED
07 DEC 19 AM 10:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

CHRIS OLSON INS., INC.

Certificate of Status	1
Certified Copy	0
Page Count	11
Estimated Charge	\$113.75

78.75

RECEIVED
2007 DEC 19 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

H07000301549 3

ARTICLES OF MERGER
PHIL DINUNZIO INSURANCE AGENCY, INC.
INTO
CHRIS OLSON INS., INC.

1-1-03

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations, PHIL DINUNZIO INSURANCE AGENCY, INC., a Florida corporation, and CHRIS OLSON INS., INC., a Florida corporation, adopt the following Articles of Merger for the purpose of merging PHIL DINUNZIO INSURANCE AGENCY, INC., a Florida corporation, into CHRIS OLSON INS., INC., a Florida corporation.

1. The Plan and Agreement of Merger setting forth the terms and conditions of merger of PHIL DINUNZIO INSURANCE AGENCY, INC., a Florida corporation, into CHRIS OLSON INS., INC., a Florida corporation, is attached to these Articles as an exhibit incorporated herein by reference.

Adoption of Plan

2. There are five hundred twenty (520) shares of common stock, each of no par value, of PHIL DINUNZIO INSURANCE AGENCY, INC., a Florida corporation, issued and outstanding that were entitled to vote on the Plan of Merger. Five hundred twenty (520) shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the shareholders of PHIL DINUNZIO INSURANCE AGENCY, INC., a Florida corporation, held on December 14, 2007.

3. There are five hundred (500) shares of common stock of CHRIS OLSON INS., INC., a Florida corporation, issued and outstanding that were entitled to vote on the Plan of Merger. Five hundred (500) shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the shareholders of CHRIS OLSON INS., INC., a Florida corporation, held on December 14, 2007.

RECEIVED
STATE
TALLAHASSEE, FLORIDA

07 DEC 19 AM 10:20

FILED

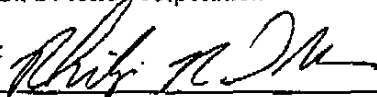
H07000301549 3

Effective Date

4. The Plan of Merger shall be effective on January 1, 2008.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of December 14, 2007.

PHIL DINUNZIO INSURANCE AGENCY,
INC., a Florida corporation

By: 
Philip R. DiNunzio, President

ATTEST:


Philip R. DiNunzio, Secretary

CHRIS OLSON INS., INC., a Florida
corporation

By: 
Christine Olson, President

ATTEST:


Christine Olson, Secretary

H07000301549 3

PLAN AND AGREEMENT OF MERGER

This is a Plan and Agreement of Merger between PHIL DINUNZIO INSURANCE AGENCY, INC., a Florida corporation (hereafter referred to as the "Merging Corporation") and CHRIS OLSON INS., INC., a Florida corporation (hereafter referred to as the "Surviving Corporation").

ARTICLE I - PLAN OF MERGER**Plan Adopted**

1.01. A plan of merger of PHIL DINUNZIO INSURANCE AGENCY, INC., a Florida corporation, and CHRIS OLSON INS., INC., a Florida corporation, pursuant to Sections 607.1101 and 607.1107 of the Florida Statutes, and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) The Merging Corporation, shall be merged with and into the Surviving Corporation, to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be OLSON & DINUNZIO INSURANCE AGENCY, INC., a Florida corporation, with its principal office located at 2536 Northbrooke Plaza Drive, Naples, FL 34119.

(c) When this agreement shall become effective, the separate corporate existence of the Merging Corporation, shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Merging Corporation, and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) When this agreement shall become effective, the Surviving Corporation will carry on business with the assets of the Merging Corporation, as well as with the assets of the Surviving Corporation.

(e) The shareholders of the Merging Corporation will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of the Merging Corporation surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article IV below, shares of its common stock.

(g) The shareholders of the Surviving Corporation, will retain their shares as shares of the Surviving Corporation.

(h) Except as provided in Article VII hereof, the Articles of Incorporation of the Surviving Corporation, as existing on the effective date of the merger, shall continue in full force

H07000301549 3

as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

Effective Date

- 1.02. The effective date of the merger ("Effective Date") shall be January 1, 2008.

ARTICLE II -- REPRESENTATIONS AND WARRANTIES **OF CONSTITUENT CORPORATIONS**

Merging Corporation

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, the Merging Corporation, represents and warrants to the Surviving Corporation as follows:

(a) The Merging Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) The Merging Corporation, has an authorized capitalization of 1000 shares of common stock, each with a par value of \$0.001, of which Five Hundred Twenty 520 shares are validly issued and outstanding, fully paid, and non-assessable on the date of this Agreement.

(c) The Merging Corporation, has furnished the Surviving Corporation with a balance sheet of the Merging Corporation, as of December 1, 2007. This financial statement (i) is in accordance with the books and records of the Merging Corporation, (ii) fairly presents the financial condition of the Merging Corporation, as of that date and the results of its operations as of and for the period specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contains and reflects, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due or to become due) of the Merging Corporation, at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(d) All required federal, state, and local tax returns of the Merging Corporation, have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. The Merging Corporation, has not been delinquent in the payment of any tax or assessment.

(e) The merger contemplated by this Plan and Agreement of Merger is permitted by the laws of the State of Florida, and this Plan and Agreement of Merger fully complies with the laws of the State of Florida.

H07000301549 3

Surviving Corporation

2.02. As a material inducement to the Merging Corporation, to execute this Agreement and perform its obligations under this Agreement, the Surviving Corporation, represents and warrants to the Merging Corporation, as follows:

(a) The Surviving Corporation, is a corporation duly organized, validly existing, and in good standing under the laws of the State Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) The Surviving Corporation has an authorized capitalization of 7,500 shares of common stock. As of the date of this Agreement, 500 shares of the common stock are validly issued and outstanding, fully paid, and non-assessable.

(c) The Surviving Corporation, has furnished the Merging Corporation with a balance sheet of the Surviving Corporation, as of December 1, 2007. This financial statement (i) is in accordance with the books and records of the Surviving Corporation, (ii) fairly presents the financial condition of the Surviving Corporation, as of that date and the results of its operations as of and for the period specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contains and reflects, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due or to become due) of the Surviving Corporation, at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(d) All required federal, state, and local tax returns of the Surviving Corporation, have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. The Surviving Corporation has not been delinquent in the payment of any tax or assessment.

(e) The merger contemplated by this Plan and Agreement of Merger is permitted by the laws of the State of Florida, and this Plan and Agreement of Merger fully complies with the laws of the State of Florida.

ARTICLE III – COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact. Except with the prior consent in writing of the Surviving Corporation, pending consummation of the merger, the Merging Corporation, shall not:

H07000301549 3

- (a) Declare or pay any dividend or make any other distribution on its shares.
- (b) Create or issue any indebtedness for borrowed money.
- (c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders

3.02. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida for approval.

Conditions Precedent to Obligations

3.03. Except as may be expressly waived in writing by the Merging Corporation, all of the obligations of the Merging Corporation, under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the Surviving Corporation:

(a) The representations and warranties made by the Surviving Corporation to the Merging Corporation, in Article II of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If the Surviving Corporation, shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to the Merging Corporation, and shall either correct the error, misstatement, or omission or obtain a written waiver from the Merging Corporation.

(b) The Surviving Corporation, shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(d) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for the Merging Corporation.

**Conditions Precedent to Obligations of
the Surviving Corporation**

3.04. Except as may be expressly waived in writing by the Surviving Corporation, all of the obligations of the Surviving Corporation, under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the Merging Corporation:

H07000301549 3

(a) The representations and warranties made by the Merging Corporation, to the Surviving Corporation, in Article II of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If the Merging corporation, shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to the Surviving Corporation, and shall either correct the error, misstatement, or omission or obtain a written waiver from the Surviving Corporation.

(b) The Merging Corporation, shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(d) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for the Surviving Corporation.

ARTICLE IV - MANNER OF CONVERTING SHARES

Manner

4.01. On the Effective Date, without any additional action on the part of the parties hereto, holders of the issued and outstanding common stock of the Merging Corporation shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article IV. The shares of the Merging Corporation following the exchange shall be canceled without payment of any additional consideration and without conversion.

Basis

4.02. The shareholders of the Merging Corporation, shall be entitled to receive five hundred (500) shares of common stock of the Surviving Corporation, to be distributed on the basis of (1) shares for each one and four one hundredths (1.04) share of common stock of the Merging Corporation.

Shares of Surviving Corporation

4.03. The currently outstanding five hundred (500) shares of common stock of the Surviving Corporation, shall remain outstanding as common stock of the Surviving Corporation.

H07000301549 3

ARTICLE V - DIRECTORS AND OFFICERS

Directors and Officers of Surviving Corporation

5.01. (a) The present Board of Directors of the Surviving Corporation, shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of the Surviving Corporation, shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE VI - BYLAWS

Bylaws of Surviving Corporation

6.01. The bylaws of the Surviving Corporation, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE VII - ARTICLES OF INCORPORATION

Articles of Surviving Corporation

7.01 The Articles of Incorporation of the Surviving Corporation shall be amended as follows:

Article I of the Articles of Incorporation of the Surviving Corporation is hereby revoked and the following Article I is inserted in lieu thereof:

I. NAME

The name of the Corporation is OLSON & DINUNZIO INSURANCE AGENCY INC.

ARTICLE VII - NATURE AND SURVIVAL OF WARRANTIES

**Nature and Survival of
Representations and Warranties**

8.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of the Merging Corporation, the Surviving

H07000301549 3

Corporation, or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

ARTICLE XIII – TERMINATION

Circumstances

9.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State of Florida, notwithstanding the approval of the shareholders of either of the constituent corporations:

- (a) By mutual consent of the Board of Directors of the constituent corporations.
- (b) At the election of the Board of Directors of either constituent corporation if:
 - (1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.
 - (2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
 - (3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
 - (4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.
- (c) At the election of the Board of Directors of the Surviving Corporation, if without the prior consent in writing of the Surviving Corporation, the Merging Corporation, shall have:
 - (1) Declared or paid any dividend or made any other distribution on its shares.
 - (2) Created or issued any indebtedness for borrowed money.
 - (3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

H07000301549 3

Notice of Liability on Termination

9.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE IX - INTERPRETATION AND ENFORCEMENT

Further Assurances

10.01. The Merging Corporation agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. The Merging Corporation, further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, and powers referred to in Article I of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

10.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of the Merging Corporation, to: PHIL DINUNZIO INSURANCE AGENCY, INC., a Florida corporation, c/o Philip R. DiNunzio, 2536 Northbrooke Plaza Drive, Naples, FL 34119, or to such other person or address as the Merging Corporation, may from time to time request in writing.

(b) In the case of the Surviving Corporation, to: CHRIS OLSON INS., INC., a Florida corporation, c/o Christine Olson, 2536 Northbrooke Plaza Drive, Naples, FL 34119 or to such other person or address as the Surviving Corporation, may from time to time request in writing.

Entire Agreement; Counterparts

10.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be

H07000301549 3

executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

10.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on December 14, 2007.

PHIL DINUNZIO INSURANCE AGENCY,
INC., a Florida corporation

By: 

Philip R. DiNunzio, President

ATTEST:



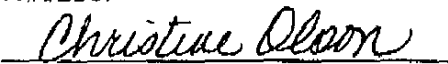
Philip R. DiNunzio, Secretary

CHRIS OLSON INS., INC., a Florida
corporation

By: 

Christine Olson, President

ATTEST:



Christine Olson, Secretary